

BILL NO. S-75-08-44

SPECIAL ORDINANCE NO. S-172-75

AN ORDINANCE approving a contract with BROOKS
CONSTRUCTION for asphaltting parking lot in the
1900 block of Calhoun Street

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the contract dated August 14, 1975, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and BROOKS CONSTRUCTION, for:

Construct a Parking Lot at 1900 block of
South Calhoun Street in accordance with
plans and specifications

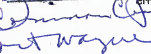
for a total cost of \$7,619.50, all as more particularly set forth in said contract
which is on file in the Office of the Board of Public Works and is by reference
incorporated herein, made a part hereof and is in all things ratified, confirmed
and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


ATTORNEY


Fort Wayne

Read the first time in full and on motion by Mrses., seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works. (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date:

8-26-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrses., seconded by Hinga, and duly adopted, placed on its passage. Passed ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
KRAUS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u>A</u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE:

9-9-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(Zoning Map)~~ ~~(General)~~ ~~(Annexation)~~ ~~(Special)~~ ~~(Appropriation)~~ Ordinance ~~(Resolution)~~ No. 172-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 3:00 o'clock P. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-08-44

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with BROOKS CONSTRUCTION for asphaltting parking lot
in the 1900 block of Calhoun Street

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

W. C. Moses Jr.
Eugene Kraus Jr.
William T. Hinga
John Huckols
D. Schmidt

DATE 9-9-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

July 21, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Concerning the proposed parking lot in the 1900 Block of Calhoun Street, bids for the asphaltting have been received and contract awarded to Brooks Construction in amount of \$7,619.50--\$1,515 under the estimate. (RESOLUTION 5692-1975)

The Parking Administrator is anxious to place this lot in operation, building demolition has been completed and the contractor is ready to proceed upon approval of the Council.

The Board, therefore, requests "Prior Approval" of the work. The contract will be submitted for formal approval as soon as it is processed through insurance company and attorney.

Very truly yours,

BOARD OF PUBLIC WORKS

Carl C O'Neal

Carl E. O'Neal
Member

CEO: bt

Attachment: Tabulation

cc: Mayor

Approved:

Approved: Vincent H. Schmitt L. J. L. W. W. W. W. Eugene Kravets
John H. Schmitt James H. Schmitt James H. Schmitt
William T. Schmitt William T. Schmitt William T. Schmitt

Member of the Common Council

ATTEST:

City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

france
255

62-214-11

7/14/75

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting
Ratification

CONTRACT

This Agreement, made and entered into this 14 day of August, 1975
by and between ----- BROOKS CONSTRUCTION COMPANY, INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to ~~XXX~~
~~XXXX~~ construct a Parking Lot at 1900 Block of South Calhoun Street in accordance with plans and specifications.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5697-1975 ~~XXXXXX~~ and at the following price per lineal foot
at the following prices:

Concrete Parking Bumpers	Fifteen dollars and no cents, each	\$ 15.00
Guard Rail	Twelve dollars and no cents, per lineal foot	12.00
Excavation - Common	Three dollars and sixty cents, per cubic yard	3.60
10" Compacted Stone #53	Five dollars and fifty cents, per ton	5.50
Hot Asphalt Binder #9	Eighteen dollars and fifty cents, per ton	18.50
Hot Asphalt Surface - State Mix Type "B" No. 11	Twenty one dollars and no cents, per ton	21.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5697-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ^{within 30 working days, as determined by Engineer after City Council} and in all respects completed ~~on or before XXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and cill give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said Approval date

_____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this_____

day of _____, 19____

BROOKS CONSTRUCTION COMPANY, INC.

BY: *James W. Brooks*

ITS: *Pres*

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal
Betty Ann Dault
Its Board of Public Works and Mayor.

AUG 14 1975

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

BROOKS CONSTRUCTION COMPANY, INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVEN THOUSAND,

SIX HUNDRED NINETEEN DOLLARS AND FIFTY CENTS-----

-----(\$ 7,619.50.)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----BROOKS CONSTRUCTION COMPANY, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Parking Lot-----Pavement

on 1900 Block S. Calhoun-----Street from-----

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

BROOKS CONSTRUCTION COMPANY, INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

Attorney-in-fact

BY: James F. Brooks (SEAL)

ITS: Pres. (SEAL)

Approved this 14 day of August, 1975

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we -----

-----BROOKS CONSTRUCTION COMPANY, INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVEN THOUSAND,
SIX HUNDRED NINETEEN DOLLARS AND FIFTY CENTS-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

----- (\$ 7,619.50.)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this----- day of-----

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

BY: James Z. Brooks (SEAL)

ITS: Pres. (SEAL)

(SEAL)

Approved this 14 day of August, 1975

James D. Boone
Carl O'Neal
Raymond H. Hunt
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

July 30, 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint _____

-----N. RICHARD BOERGER AND RONALD L. WIGHTMAN-----

(Jointly or Severally)

of Fort Wayne, and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of May

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Stanley L. Riegel
Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 15th day of May, A. D., 19 74, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Stanley L. Riegel and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977
My Commission Expires

Linda Disney
Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Stanley L. Riegel, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.
This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 15th

day of August, A. D., 19 75
(SEAL)

Stanley S. Riegel
Assistant Secretary

Form 9-1459 (12-72)

If any CLASSIFICATIONS ARE LISTED IN THE ABOVE INSTRUMENT, The above and foregoing shall be the minimum prevailing wage scale for this job.

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975.
 In compliance with the provisions of CHAPTER 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	RAW	PEN	VAC	APP.	MYSC.
ASBESTOS WORKER	S	10.55	35c	55c			31c
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	9.29	30	25		1	
CARPENTER (BUILDING)	S	8.73		6%		4	21c
(HIGHWAY)	S	9.01	47	40		5	21c
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.60	30	17430		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35c holld
IRON WORKER	S	10.20	65	80		1	21c
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	6.25-6.65	35	35		9	
(SEWER)	S-SS-SS	5.90-6.05	35	35		7	
	S-SS-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31c
MILLWRIGHT & PILEDRIVER	S	9.06		6%		4	21c
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	7.20-9.90	40	40		5	
(SEWER)	S-SS-SS	6.96-9.10	40	40		6	
	S-SS-SS	7.07-9.27	40	40		5	
PAINTER	S	7.75-8.75	37	35		10	6misc.
PLASTER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.90	30	65		7	41c
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.89	40	35		4	131c
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	7.267-8.31	1apw	10.50pw			
	S-SS-SS	7.10-7.76	17.50pw	10.50pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this or as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Roubal
 REPRESENTING GOVERNOR, STATE OF INDIANA
Charles C. Leonard, Jr.
 REPRESENTING THE BOARD OF WORKS

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S. 75-0844 ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Ordinance covers contract with Brooks Construction in amount of \$7,619.50 for asphaltting of the proposed parking lot in the 1900 block of Calhoun Street.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Paving of parking lot work to be completed.

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$7,619.50

ASSIGNED TO COMMITTEE

Bd of WKS file.